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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:)	
)	
EASY STREET HOLDING, LLC, <i>et al.</i> ,)	Bankruptcy Case No. 09-29905
)	Jointly Administered with Cases
Debtors.)	09-29907 and 09-29908
)	
Address: 201 Heber Avenue)	Chapter 11
Park City, UT 84060)	
)	Honorable R. Kimball Mosier
Tax ID Numbers:)	
35-2183713 (Easy Street Holding, LLC),)	
20-4502979 (Easy Street Partners, LLC), and)	
84-1685764 (Easy Street Mezzanine, LLC))	
)	

DECLARATION OF NONCOMPLIANCE

Benjamin J. Kotter deposes and states as follows:

1. I am an associate attorney at Dorsey & Whitney, LLP, counsel for WestLB, AG, (“**WestLB**”), a secured-creditor in the above-captioned jointly administered bankruptcy cases.
2. I have been a member of the Utah State Bar since 2002.

3. I am over the age of 21 and am competent and have personal knowledge of the facts contained herein.

4. I submit this Declaration of Noncompliance in accordance with Local Rule 9013-1(c).

5. On December 27, 2009, Easy Street Partners, LLC (“Easy Street”) and WestLB filed with the Bankruptcy Court an Extension of Certain Deadlines of Stipulation Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363 and Granting Adequate Protection to WestLB, AG [Docket No. 234] (the “**Extension of Deadlines**”), by which Easy Street and WestLB agreed to extend certain deadlines currently in force provided, among other things, under the terms of that certain Stipulation Authorizing Use of Cash Collateral to 11 U.S.C. § 363 and Granting Adequate Protection to WestLB, AG [Docket No. 84] (the “**Stipulation**”), as further amended, and pursuant to which, upon notice to all interested parties, WestLB and Easy Street may extend such deadlines upon written mutual agreement.

6. On December 28, 2009, WestLB caused to be filed with the Bankruptcy Court the Notice of Extension of Certain Deadlines of Stipulation Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363 and Granting Adequate Protection to WestLB, AG [Docket No. 235] (the “**Notice of Extension of Deadlines**”) which was served upon the parties-in-interest via the Bankruptcy Court’s ECF/CM system as well as in the manner set forth in the Certificate of Service [Docket No. 236] on file with the Bankruptcy Court.

7. Pursuant to the Stipulation and as set forth in the Notice of Extension of Deadlines, the Bankruptcy Court may enter an order approving the Extension of Deadlines

without further notice or hearing if an objection is not made by the Unsecured Creditors Committee within five (5) business days from filing and service of the Extension of Deadlines.

8. There have been no objections to the Extension of Deadlines filed with the Bankruptcy Court in the above-captioned jointly administered bankruptcy cases, and counsel for WestLB has not received any objection to the Extension of Deadlines, and the time for objections to the Extension of Deadlines has expired.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

DATED this 5th day of January, 2010.

/s/ Benjamin J. Kotter

Benjamin J. Kotter